SMART FOUNDATION DOO
BROJ 029/22
DATUM 01.11.2022
BEOGRAD

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

i

SMART FOUNDATION DOO BEOGRAD, sa sedištem u Beogradu, ul. Trgovačka br. 85, MB: 21542288, PIB: 111798285, koga zastupa Jovan Anđelković, direktor, (*u daljem tekstu: Podizvođač*)

(*u daljem tekstu takođe pojedinačno označeni i kao* ***Ugovorna strana****, a zajedno* ***Ugovorne strane***)

S obzirom da

- Dana 29.08.2022.godine ugovorne strane su zaključile podizvođački ugovor i to Bridge Pile Foundation Work Agreemnet (*u daljem tekstu: Podizvođački ugovor)* za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), (*u daljem tekstu: Projekat)*

- U toku izvođenja radova, Podizvođač je dostavio dve ponude za dodatne radove

S tim u vezi, dana1. HOB 2022 ugovorne strane zaključuju sledeći

DOPUNSKI UGOVOR

Član 1.

Ugovorne strane su saglasne da je Izvođač prihvatio ponude Podizvođača za izvođenje dodatnih radova te da one čine Prilog 1 i 2 ovog Dopunskog ugovora.

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2021 (*hereinafter referred to as Contractor)*

and

SMART FOUNDATION DOO BEOGRAD, with the registered seat in Belgrade, Trgova;ka Street No. 85, registration no: 21542288, tax identification no: 111798285, legally represented by Mr. Jovan Anđelković (*hereinafter referred to as Subcontractor)*

(*Hereinafter individually also referred to as* ***the Party*** *and jointly referred to as* ***the Parties***)

Whereas

- On August 29, 2022 the parties concluded the Bridge Pile Foundation Work Agreement (*hereinafter referred to as Subcontract)* for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), (*hereinafter referred to as Project*)
- During the execution of the works, the Subcontractor submitted two bids for additional works

Therefore, on 1th NOV 2022, the parties conclude the following

SUPLEMENTARY AGREEMENT

Article 1

The parties agree that the Contractor has accepted the Subcontractor's offers for the performance of additional works, and that they constitute Appendix 1 and 2 of this Supplementary Agreement.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora povećati za radove opisane u Prilozima 1 i 2.

Član 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će povećati količinu radova Podizvođača i ukupnu ugovornu cenu.

Član 3

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilozima 1 i 2.

Član 4

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

Član 5.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podležu odredbama Podizvođačkog ugovora.

Član 6

Ovaj Dopunski ugovor je sačinjen u 2 (dva) istovetna dvojezična primerka, od kojih po jedan zadržava svaka strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1 and 2.

Article 2

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Article 3

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendixes 1 and 2.

Article 4

This Supplementary Agreement shall enter into force upon being signed and sealed by representatives of both parties.

Article 5

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the agreement shall be subject to the provisions of the Subcontract.

Article 6

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 2 (two) identical copies, out of which one copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Izvođač/ Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 / by power of attorney dated December 31st, 2021

Podizvođač/ Subcontractor

Jovan Anđelković

direktor / director